

AGREEMENT BETWEEN

**MEDICAL CENTER COMMISSION OF JEFFERSON COUNTY
d/b/a MEDICAL CENTER STEAM AND CHILLED WATER PLANT**

AND

LOUISVILLE GAS & ELECTRIC COMPANY

WHEREAS, Louisville Gas & Electric Company (LG&E) has provided electric service to Medical Center Commission of Jefferson County d/b/a Medical Center Steam and Chilled Water Plant under the Industrial Power Time-of-Day (LP-TOD) rate schedule.

WHEREAS, Medical Center Commission of Jefferson County has considered the possibility of establishing its own electric generation capacity for its Medical Center Steam and Chilled Water Plant in order to reduce its electric utility costs.

WHEREAS, in an effort to retain Medical Center Commission of Jefferson County as a customer, LG&E has analyzed the available alternatives and identified an alternative which accommodates the cost concerns of Medical Center Commission of Jefferson County, but ensures utilization of LG&E's existing electric generation capacity for a period of two years or more.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JUN 11 1991

**PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)**

**BY: Clayton D. Hall
PUBLIC SERVICE COMMISSION MANAGER**

NOW THEREFORE, Medical Center Commission of Jefferson County and Louisville Gas & Electric Company agree as follows:

1. During the term of this agreement, LG&E shall determine the Medical Center Steam and Chilled Water Plant's basic monthly demand billing by applying the basic demand charge to the highest average load in kilowatts recorded during any fifteen (15) minute interval in the monthly billing period, rather than strictly in accordance with the LP-TOD rate schedule.

2. LG&E shall continue to determine the Medical Center Steam and Chilled Water Plant's peak period demand billing strictly in accordance with the LP-TOD rate schedule.

3. During the term of this agreement, LG&E exclusively shall provide electric service to the Medical Center Steam and Water Plant. Medical Center Commission of Jefferson County shall neither operate nor arrange for another party to operate any electric generation equipment, other than emergency backup equipment, which results in reduction of electric service provided by LG&E.

4. LG&E reserves the right to discontinue calculation of the basic monthly demand billing as provided for in paragraph 1 and revert strictly to the LP-TOD rate schedule if the equipment or operations of the Medical Center Steam and Chilled Water Plant are modified in a manner which substantially increases or decreases the electric service provided by LG&E. Medical Center Commission of Jefferson County shall provide LG&E with thirty (30) days prior notice of all such modifications.

5. Medical Center Commission of Jefferson County shall provide LG&E with thirty (30) days prior notice of all such modifications.

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BY: *Shawn Deller*
PUBLIC SERVICE COMMISSION MANAGER

any sale or lease of the Medical Center Steam and Chilled Water Plant contingent on the purchaser or lessee assuming the obligations of Medical Center Commission of Jefferson County under this agreement.

6. In the event that Medical Center Commission of Jefferson County violates any provision of this agreement, LG&E shall recover all charges that it would have been entitled to bill Medical Center Commission of Jefferson County under the LP-TOD rate schedule during the term of this agreement, together with any other damages it may have incurred.

7. Either party may terminate this agreement at the end of its term by providing the other party with written notice of termination at least one (1) year in advance of the expiration date.

8. This agreement shall be effective for the first complete billing period following the execution of this agreement by the parties. The initial term of this agreement shall be for a period of two (2) years. Upon expiration, the agreement shall automatically be extended for one (1) additional year, for a maximum term of three (3) years, unless either party has provided prior notice of termination as provided in paragraph 7 herein.

9. This written agreement constitutes the entire agreement of the parties and supersedes all other representations PUBLIC SERVICE COMMISSION OF KENTUCKY written or oral. This agreement may be amended only by WFFCTH amendment executed by both parties.

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BY: Cheryl J. Hall
PUBLIC SERVICE COMMISSION MANAGER

10. This agreement shall be subject to the approval of the Public Service Commission.

AGREED TO BY:

Oscar M. Harwin

Authorized Representative for Medical Center Commission of Jefferson County d/b/a Medical Center Steam and Chilled Water Plant

5-23-91

Date

J.R. Carey

Authorized Representative for Louisville Gas & Electric Company

6.11.91

Date

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BY: *Sharon Della*
PUBLIC SERVICE COMMISSION MANAGER